

**RICHLAND & ASSOCIATES**

ORIGINAL

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6 Attorneys for Plaintiff,  
7 GIANNI VERSACE, S.p.A.

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION

11 Corporation,  
12 **GL&NNI VERSACE, S.p.A.**, a Foreign

13 Plaintiff,

CASE NO.: CV 06 - 3486 AHM (FFMx)  
**CONSENT TO PERMANENT  
INJUNCTION; AND ORDER  
THEREON.**

14 -vs-

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16 **EDMOND NAHOURAY**, an Individual; **M.E.R  
ENTERPRISES, LLC** a California Limited  
17 Liability Corporation , collectively *dba M.E.R  
ENTERPRISES* and RN# 97823, and DOES 1  
18 through10, Inclusive,

19 Defendants.

COMPLAINT FILED: JUNE 7, 2006

20 TRIAL DATE: NOVEMBER 18 , 2008

21 Plaintiff, GIANNI VERSACE, S.p.A., a Foreign Corporation ("VERSACE") and  
22 M.E.R ENTERPRISES, LLC a California Limited Liability Corporation, hereby consent to  
23 the following Permanent Injunction:

24 **WHEREAS**, VERSACE owns the VERSACE Trademarks referenced herein;

25 WHEREAS, based upon VERSACE's good faith prior use of the VERSACE  
26 Trademarks, VERSACE has superior and exclusive rights in and to the VERSACE  
27 Trademarks in the United States and any confusingly similar names or marks;

1 WHEREAS , VERSACE Trademarks registered, at issue in this matter, and on file  
2 with the United States Patent and Trademark Office are famous and distinctive; and

3 WHEREAS , this Court has jurisdiction over the party to this action and over the  
4 subject matter hereof pursuant to 15 USC 1121(a) and 28 USC 1331, 1338(a) and (b), and  
5 28 USC 1367,

6 **IT IS ORDERED, ADJUDGED AND DECREED** as follows:

7 1. Defendant *M.E.R ENTERPRISES, LLC*, its parents, subsidiaries, related  
8 entities, divisions, officers, owners, shareholders, employees, affiliates, servants,  
9 representatives, agents, predecessors, assigns and successors in interest of any kind, and all  
10 persons, firms, entities, or corporations under their direction and control or in active concert  
11 or participation with them, are immediately and permanently enjoined throughout the world  
12 from directly or indirectly infringing, counterfeiting, or diluting the VERSACE Trademarks  
13 or any marks similar thereto, as identified in Exhibit `A' of the Complaint and on Registry  
14 with the United States Patent & Trademark Office ([www.uspto.gov](http://www.uspto.gov)),\_in any manner,  
15 including generally, but not limited to manufacturing, importing, distributing, advertising,  
16 selling, and/or offering for sale any merchandise which infringes said trademarks and  
17 specifically from:

18 (A) Imitating, copying or making unauthorized use of any or all of the  
19 GIANNI VERSACE trademarks or trade dress;

20 (B) Importing, manufacturing, producing, possessing, distributing,  
21 circulating, advertising, promoting, displaying, selling, and/or offering  
22 for sale, any non-genuine product bearing any simulation,  
23 reproduction, counterfeit, copy, phonetically similar sounding words,  
24 or colorable imitation or reproduces, or utilizes the likenesses of or  
25 which copy or are likely to cause consumer confusion with any of the  
26 VERSACE trademarks or trade dress;

- 1 (C) Manufacturing, distributing, selling or offering for sale or in  
 2 connection thereto any unauthorized promotional materials, labels,  
 3 packaging or containers which picture, reproduce or utilize the  
 4 likenesses of, or which are likely to cause consumer confusion with  
 5 any of the VERSACE trademarks;
- 6 (D) Using any false designation of origin, false description, including  
 7 words, symbols or any trademark, trade name, trade dress, logo or  
 8 design tending to falsely describe or represent, or is likely to confuse,  
 9 mislead, or deceive purchasers, Defendants' customers, or members of  
 10 the public, that unauthorized merchandise manufactured, distributed,  
 11 advertised, sold and/or offered for sale by Defendants originate from  
 12 VERSACE , or that said merchandise has been sponsored, authorized,  
 13 endorsed, approved, licensed by, associated, or is in any way  
 14 connected or affiliated with VERSACE ;
- 15 (E) Transferring, consigning, selling, shipping or otherwise moving any  
 16 non-genuine VERSACE goods, packaging or other materials in the  
 17 Defendants' possession, custody or control bearing a design, or mark  
 18 substantially identical to or confusingly similar with or any or all of the  
 19 GIANNI VERSACE trademarks or trade dress;
- 20 (F) Diluting and infringing the VERSACE trademarks and damaging  
 21 VERSACE ' S goodwill, reputation and businesses;
- 22 (G) Otherwise unfairly competing with GIANNI VERSACE , S.p.A. , or its  
 23 subsidiaries or affiliated companies;
- 24 (H) Passing off or selling any products which are not entirely genuine  
 25 VERSACE products as and for VERSACE products, including  
 26 products utilizing VERSACE labels, packaging or containers that have  
 27 been in any way modified without the written permission of  
 VERSACE ;

- 1 (I) Applying to the United States Patent & Trademark Office for the  
2 registration of any trademark that is a colorable imitation of any or all  
3 of the GIANNI VERSACE trademarks, or confusingly similar mark,  
4 trade name, trade dress, logos or design;
- 5 (J) Using the VERSACE trademarks or any such reproduction,  
6 counterfeit, copy, or colorable imitation in connection with the  
7 manufacture, importation, distribution, advertising, publicity, sale  
8 and/or offering for sale, of any other merchandise not referred to  
9 above; and
- 10 (K) Instructing, assisting, inducing, aiding or abetting any other person or  
11 business entity in engaging in or performing any of the activities  
12 referred to above.

13 2. The jurisdiction of this Court is retained for the purpose of making any further  
14 orders necessary or proper for the construction or modification of the Settlement Agreement,  
15 this Judgment, the enforcement thereof and the punishment of any violations thereof.

16 3. Any party shall have the right to seek sanctions for contempt, compensatory  
17 damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the  
18 event of a violation or failure to comply with any of the provisions hereof. The prevailing  
19 party in any such proceeding shall be entitled to recover its attorneys' fees and costs.

20 4. This Permanent Injunction shall be conclusive for purposes of collateral  
21 estoppel regarding all issues that have been or could have been brought on the same  
22 operative facts.

23 5. All causes of action as between VERSACE and EDMOND NAHOURAY are  
24 hereby dismissed with prejudice.

25 6. This Court will retain continuing jurisdiction over this cause to enforce the  
26 terms of this Consent Judgment and the Settlement Agreement between the parties, and  
27 expressly retains continuing jurisdiction over this cause of action, *M.E.R ENTERPRISES,*  
28 *LLC* and EDMOND NAHOURAY.

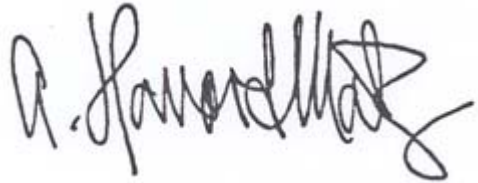
1           7.     The parties respective attorney's fees and costs incurred in connection with  
2     this action shall be borne as per the agreement of the individual parties in their Settlement  
3     Agreement.

4           8.     Nothing in this Judgment shall be construed or deemed an admission by the  
5     parties, nor is there a finding by this Court, that the defendants actively engaged in any  
6     infringing conduct whether intentional, deliberate, willful, malicious or fraudulent, or  
7     otherwise.

8           9.     This Judgment shall be deemed to have been served upon Defendants at the  
9     time of its entry by the Court.

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11           **IT IS SO ORDERED.**

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13     DATED: November 14, 2008

A handwritten signature in black ink, appearing to read "A. Howard Katz", is written over a light blue horizontal line.

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15                                   UNITED STATES DISTRICT JUDGE  
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RICHLAND &  
ASSOCIATES  
ATTORNEYS AT LAW  
BEVERLY HILLS